

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

MEETING DATE: 6/15/05

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of Award of Bid, and Contract for The Growing Concern, Inc. the second lowest bidder, for the Approach R/W 9 and 27 End Clearing project at the Key West international Airport.

ITEM BACKGROUND: The low bidder for the project has withdrawn their bid. The Growing Concern is the second lowest bidder on the project. This project will be funded by the Federal Aviation Administration and Passenger Facility Charge Revenue.

PREVIOUS RELEVANT BOCC ACTION: Approval to submit PFC Application # 9, August 18, 2004.

CONTRACT/AGREEMENT CHANGES: New contract

STAFF RECOMMENDATION: Approval

TOTAL COST: 80,000.00

BUDGETED: Yes

COST TO AIRPORT: None

SOURCE OF FUNDS: FAA, PFC Revenue

COST TO PFC: 4,000.00

COST TO COUNTY: None

REVENUE PRODUCING: No

AMOUNT PER MONTH /YEAR:

APPROVED BY: County Attorney X

OMB/Purchasing X

Risk Management X

AIRPORT DIRECTOR APPROVAL \_\_\_\_\_



Peter J. Horton

DOCUMENTATION: Included X

Not Required

AGENDA ITEM # \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

/bev  
APB



## MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract: #

Contract with: The Growing Concern, Inc.

Effective Date: Execution  
Expiration Date: 30 days

Contract Purpose/Description: Approach R/W 9 and 27 End Clearing project at the Key West International Airport

Contract Manager: Bevette Moore  
(name)# 5195  
(Ext.)Airports - Stop # 5  
(Department/ Stop)

for BOCC meeting on: 6/15/05

Agenda Deadline: 5/31/05

## CONTRACT COSTS

Total Dollar Value of Contract: 80,000.00

Current Year Portion: 80,000.00

Budgeted? Yes

Account Codes: 404-63091-GAKA88

Grant: Yes - FAA

County Match: PFC Revenue

## ADDITIONAL COSTS

Estimated Ongoing Costs: n/a  
(not included in dollar value above)For: .  
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	5/31/05	( ) <input checked="" type="checkbox"/>	<u>Peter Horton</u>	5/31/05
Risk Management	5/27/05	( ) <input checked="" type="checkbox"/>	<u>for Risk Management</u>	5/27/05
O.M.B./Purchasing	5/27/05	( ) <input checked="" type="checkbox"/>	<u>for OMB</u>	5/27/05
County Attorney	5/25/05	( ) <input checked="" type="checkbox"/>	<u>County Attorney</u>	5/26/05

Comments: \_\_\_\_\_

BIDDER TABULATION (5-15-05)  
 KEY WEST INTERNATIONAL AIRPORT  
 PFC AFP NO.: 8 AIP NO.: 3-12-0057-2404  
 APPROACH RW 9 AND 27 END CLEARING

ITEM	SPEC #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	URS ESTIMATE		DOT PALM, INC.		THE GROOMING CONCERN, INC.		NATIVE TECHNOLOGIES, INC.	
					UNIT PRICE IN NUMBERS	EXTENDED TOTAL	UNIT PRICE IN NUMBERS	EXTENDED TOTAL	UNIT PRICE IN NUMBERS	EXTENDED TOTAL	UNIT PRICE IN NUMBERS	EXTENDED TOTAL
1	P-101-3.1	Mobilization	LS	1	\$6,800.00	\$6,800.00	\$6,600.00	\$6,600.00	\$8,000.00	\$8,000.00	\$5,439.00	\$5,439.00
2	P-151-4.1	Trimming vegetation	AC	7	\$11,200.00	\$78,400.00	\$8,395.71	\$57,769.97	\$10,128.57	\$72,299.99	\$11,314.71	\$79,292.97
3	P-151-4.2	Trees to be trimmed (Norfolk Pine, Burdonwood, and Gum Limbo)	EA	4	\$500.00	\$2,400.00	\$450.00	\$1,800.00	\$200.00	\$1,200.00	\$592.75	\$2,371.00
4	P-151-4.3	Palm to be removed (Coconut)	EA	1	\$1,500.00	\$1,500.00	\$400.00	\$400.00	\$1,500.00	\$1,500.00	\$880.00	\$880.00
		TOTAL				\$89,100.00		\$45,669.97		\$79,999.99		\$86,156.97

Contractor's total

\$46,550.00

\$80,000.00

\$88,156.97

Error

\$19.97

-\$0.01

\$0.00

\* Contractor made some modifications to the schedule of Bid Items

PFCWESTAPPROACH RW 27 END CLEARING TABULATION (5-15-05) XLS

**ADMINISTRATIVE SERVICES DEPARTMENT  
PURCHASING OFFICE  
TABULATION SHEET**

OPEN DATE: MAY 12, 2005 AT 11:00 AM

TITLE: APPROACH R/W 9 AND 27 END CLEARING KEY WEST INTERNATIONAL AIRPORT

BID-APK-132-233-2-1-2005/PUR

RESPONDENT	BID BOND	TOTAL BASE BID
NATIVE TECHNOLOGIES, INC.	YES - CASHIER CHECK	\$88,156.97
THE GROWING CONCERN, INC.	YES - CASHIER CHECK	\$80,000.00
DOT PALM, INC.	YES - CASHIER CHECK	\$46,550.00

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office  
Members of the Public Present: Mark Guthrie, The Growing Concern, Inc.

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

**SECTION D****CONTRACT TO****Approach R/W 9 and 27 End Clearing**  
**Key West International Airport**

THIS AGREEMENT made and entered into the \_\_\_\_\_ day of \_\_\_\_\_  
by and between The Growing Concern Tree & Landscape Inc. Contractor,  
and the Monroe County Board of Commissioners, Key West, Florida, Owner.

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out hereby agrees with the Owner as follows:

1. That the Contractor, shall furnish all the materials, and perform all of the work in the manner and form as provided by the following enumerated Instruction to Bidders, Form of Proposal, General Provisions, Special Provisions, Technical Specifications, Form of Contract, Form of Bond, Drawings and Addenda, which are attached hereto and made a part hereof, as if fully contained herein, for the construction of:

Approach R/W 9 and 27 End Clearing  
Key West International Airport  
Monroe County, Florida

2. That the Contractor shall commence the work to be performed under this agreement on a date to be specified in a written order of the Owner and shall fully complete all work hereunder within thirty (30) calendar days from the Notice-to-Proceed (Construction) as per Special Provision No. 2.
3. The Owner hereby agrees to pay to the Contractor for the faithful performance of the agreement, subject to additions and deductions as provided in the specifications or proposal in lawful money of the United States as follows:

Approximately EIGHTY THOUSAND Dollars  
(\$ 80,000.00 ) in accordance with lump sum and unit prices set forth in the proposal.

4. On or before the 15th day of each calendar month, the second party shall make partial payment to the on the Contractor basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, less ten percent (10%) of the amount of such estimate which is to be

retained by the Owner until all work has been performed strictly in accordance with this agreement.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within twenty (20) days after the completion by the Contractor of all work covered by this agreement and the acceptance of such work by the Owner.
6. It is mutually agreed between the parties hereto that time is of the essence in this contract and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the amounts described in the Liquidated Damages Section per day for each day thereafter, Sundays and holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated and this sum is not a penalty being the stipulated damages the Owner will have sustained in the event of such default by the Contractor.
7. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

THE GROWING CONCRETE & LANDSCAPE  
(Contractor)

\_\_\_\_\_  
(Monroe County Board of Commissioners)

By: MARK GUTMIRE

By: \_\_\_\_\_

Title: Mark Gutmire  
President\*

Title: \_\_\_\_\_

WITNESS: Christina Foley

WITNESS: \_\_\_\_\_

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
Pedro J. Mercado 11-7  
PEDRO J. MERCADO  
ASSISTANT COUNTY ATTORNEY

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

BY \_\_\_\_\_  
DEPUTY CLERK

STATE OF FLORIDA

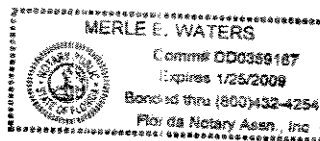
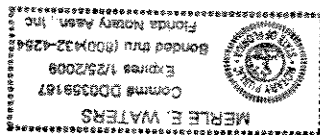
COUNTY OF PALM BEACH

I, the undersigned authority, a Notary Public in and for said County and State hereby certify that Mark Guthrie whose name as The Growing Concerns of is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the within instrument, he, in his capacity as such, executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 24 day of May, 2005.

Merle E. Waters  
Notary Public

\* Who is authorized by the corporation to execute this contract.



**SECTION C****ACKNOWLEDGMENT FOR CHANGE ORDERS**

TO: Monroe County Board of Commissioners  
Key West, Florida

REF: Approach R/W 9 and 27 End Clearing  
Key West International Airport

Gentlemen:

In order to avoid the necessity of extensive amendments to the referred contract, the undersigned acknowledges hereby that the following conditions are those for which change orders are allowed under the Bid Law:

1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
3. Emergencies arising during the course of the work.
4. Changes or alterations provided for in the original bid and originals contract.

The Growing Concern  
Contractor

By: Mark Little

Title: President



**SECTION E****DRUG-FREE WORKPLACE FORM**

The undersigned Contractor, in accordance with Florida Statute 287.087, hereby certifies that:

The Grading Concern Tree & Landscape Inc.  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform such employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Sub-section (1).
4. In the statement specified in Sub-Section (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

Date: MAY 12 05

## SECTION F

## PRIME BIDDER'S QUALIFICATIONS

Each contractor shall furnish with his bid the following completed and signed statements on "evidence of competency" and "evidence of financial responsibility", which is in accordance with General Provision 20-02.

1. Name of Bidder: THE GROWING CONCERN TREE & LANDSCAPE INC
2. Business Address: MARK GUTHRIE
3. Telephone Number: 561-644-2912
4. When Organized: 9-02
5. Where Incorporated: FLORIDA
6. How many years have you been engaged in the contracting business under the present firm name? 3 years
7. What is the type of construction work in which you are principally engaged?  
SEE ATTACHED
8. On separate sheet list major contracts in past 10 years.
9. On separate sheet list equipment and plant available for this project.
10. Enclose a copy of latest Financial Statement.
11. Credit Available for this Contract: \$ 52,000-
12. Contracts now in hand, Gross Amount: \$ 0
13. Have you ever refused to sign a contract at your original bid? NO
14. Have you ever been declared in default on a contract? NO
15. On separate sheet, list the last five (5) projects over \$100,000 on which the contractor has worked, and telephone numbers. See Attached
16. Remarks: \_\_\_\_\_

(The above statements must be subscribed and sworn to before a Notary Public.)

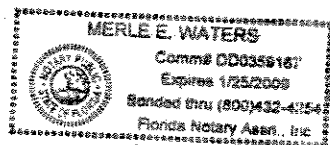
Date: Merle E. Waters

Firm Name: The Growing Concern Tree & Landscape Inc.

By: Mark Lutter

Title: PRESIDENT

Notary Public: Merle E. Waters



**SECTION G****DISCLOSURE OF LOBBY ACTIVITIES****Certification of Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreements and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, Grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under Grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed:   
Contractor's Authorized Representative

Dated: 5-11-05

Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)

✓ \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature of Authorized Representative:

Mark Lutter

PRESIDENT  
Title

5-24-05  
Date

STATE OF FLORIDA

COUNTY OF: PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of MAY

2005, by THE GROUTING CONCERN TRACE & LANDSCAPE  
(Sole, Corporation or Partnership)

who is personally known to me or who has produced DRIVERS LICENSE  
as identification and who did did not take an oath.

Merle E. Waters  
(Signature of Notary Public, State of Florida at Large)

MERLE E. WATERS  
(Print name of Notary Public)

My Commission Expires 1-25-09





**SECTION K****SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a Notary Public or other official authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No.  
12638098.0000  
for MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
2. This sworn statement is submitted by THE GROWING CONCERN TREES & LANDSCAPE  
(name of entity submitting sworn statement)  
whose business address is 4594 WILSON ROAD LAKE WORTH FL 33463  
75-3081730  
and (if applicable) its Federal Employer Identification Number (FEIN) is:  
  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is MARK GUTHRIE and  
my (please print name of individual signing)  
relationship to the entity named above is PRESIDENT
4. I understand that a "public entity crime", as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "conviction", as defined in Paragraph 287.133(1)(6), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

**SECTION L****SWORN STATEMENT UNDER ORDINANCE NO. 10-1990  
MONROE COUNTY, FLORIDA****ETHICS CLAUSE**

MARK GUTHRIE warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

Mark Guthrie  
(Signature)

Date: 5-24-05

STATE OF: FLORIDA

COUNTY OF: DALLAS

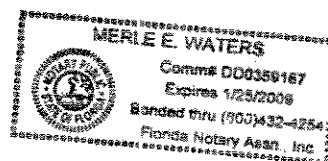
PERSONALLY APPEARED BEFORE ME the undersigned authority:

who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 24<sup>th</sup> day of May, 2005.

Merle E. Waters  
(Signature of Notary Public, State of Florida at Large)

MERLE E. WATERS  
(Print name of Notary Public)

My Commission Expires 1-25-09



6. I understand that an "affiliate", as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person", as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies)

☐ There has been a proceeding concerning the conviction before a Hearing